

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

AUTO-OWNERS INSURANCE )  
COMPANY, )

Plaintiff, )

v. )

AM PM PARTNERS, LLC )  
GULFLET WOODRIDGE, LLC )  
RICKIE WESTON and EBONY )  
CROCKTON, both individually )  
And as legal guardian and next )  
Friend of D.R., )

Defendants. )  
\_\_\_\_\_ )

Civil Action File

No. 1:24-cv-03816-TCB

**ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS OF DEFENDANTS**

COMES NOW, Defendants AM PM PARTNERS, LLC and GULFLET WOODRIDGE, LLC (collectively as “Defendants”) by and through their undersigned counsel and files this its Answer and Affirmative Defenses to the Complaint (“Complaint”) filed in this matter filed by Plaintiff Auto-Owners Insurance Company (“Plaintiff”) showing this Court as follows:

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff’s claims are barred, in whole or in part, by the doctrines of waiver and estoppel.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by their own failure to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part, by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part, by its own failure to satisfy conditions precedent.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part, by the doctrines of accord and satisfaction.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part, by breaching the doctrine of good faith and fair dealing.

ANSWER

Defendants hereby answers and responds to the specific number of paragraphs of Plaintiff's Complaint as follows:

1.

Defendants admit the allegations contained in paragraph 1 of Plaintiff's Complaint.

2.

Defendants admit the allegations contained in paragraph 2 of Plaintiff's Complaint.

3.

Defendants admit the allegations contained in paragraph 3 of Plaintiff's Complaint.

4.

Defendants state that paragraph 4 cites to a written document (the referenced "Motion to Compel") the terms and conditions of which speak for themselves. Defendants deny any and all allegations contained in paragraph 4 of Plaintiff's Complaint that contradict said written document.

5.

Defendants state that paragraph 5 cites to a written document (the referenced "Sanctions Order") the terms and conditions of which speak for themselves.

Defendants deny any and all allegations contained in paragraph 5 of Plaintiff's Complaint that contradict said written document.

6.

Defendants deny any and all allegations contained in paragraph 6 of Plaintiff's Complaint that contradict said written document.

7.

Defendants deny any and all allegations contained in paragraph 7 of Plaintiff's Complaint that contradict said written document.

### **PARTIES, JURISDICTION AND VENUE**

8.

Defendants are without knowledge as to the proper residence of Plaintiff and are unable to admit or deny the allegations contained in paragraph 8 of Plaintiff's Complaint.

9.

Defendants admit that AM PM Partners, LLC is a Georgia limited liability company. However, Defendants deny that "Mr. Ducote is a Florida resident who intends to remain there indefinitely and so a citizen of Florida", in fact Mr. Ducote is a Georgia resident at the time of this filing.

10.

Defendants admit that Gulftel Woodridge, LLC is a Florida limited liability company. However, Defendants deny that “Mr. Ducote is a Florida resident who intends to remain there indefinitely and so a citizen of Florida”, in fact Mr. Ducote is a Georgia resident at the time of this filing.

11.

Defendants are without knowledge as to the proper residence of Defendant Ebony Crockton and are unable to admit or deny the allegations contained in paragraph 11 of Plaintiff’s Complaint.

12.

Defendants are without knowledge as to the proper residence of Defendant Rickie Weston and are unable to admit or deny the allegations contained in paragraph 12 of Plaintiff’s Complaint.

13.

Defendants are without knowledge as to Plaintiff’s filing of this action and are unable to admit or deny the allegations contained in paragraph 13 of Plaintiff’s Complaint.

14.

Defendants deny any and all allegations contained in paragraph 14 of Plaintiff's Complaint that contradict the federal statute cited therein.

15.

Defendants admit the allegations contained in paragraph 15 of Plaintiff's Complaint.

### **THE INSURANCE CONTRACT**

16.

Defendants deny any and allegations contained in paragraph 16 of Plaintiffs' Complaint that contradict the clear terms and conditions found in the referenced commercial general liability policy.

17.

Defendants deny any and allegations contained in paragraph 17 of Plaintiffs' Complaint that contradict the clear terms and conditions found in the referenced commercial general liability policy.

**THE INCIDENT, THE UNDERLYING ACTION,  
AND THE INSUREDS' FAILURE TO COOPERATE**

18.

Defendants admit the allegations found in paragraph 18 of Plaintiff's Complaint.

19.

Defendants admit the allegations found in paragraph 19 of Plaintiff's Complaint.

20.

Defendants admit the allegations found in paragraph 20 of Plaintiff's Complaint.

21.

Defendants admit the allegations found in paragraph 21 of Plaintiff's Complaint.

22.

Defendants admit the allegations found in paragraph 22 of Plaintiff's Complaint.

23.

Defendants deny the allegations found in paragraph 23 of Plaintiff's Complaint.

24.

Defendants deny the allegations found in paragraph 24 of Plaintiff's Complaint.

25.

Defendants admit the allegations found in paragraph 25 of Plaintiff's Complaint.

**DECLARATORY JUDGMENT COUNT**

**THE INSUREDS' FAILURE TO COOPERATE  
IN THE DEFENSE OF THE UNDERLYING ACTION  
BARS COVERAGE UNDER THE TAILORED PROTECTION POLICY**

26.

Defendants incorporate paragraph 1-26 of the Complaint by reference, with the same force and effect as if fully set forth herein.

27.

Defendants deny any and allegations contained in paragraph 27 of Plaintiffs' Complaint that contradict the clear terms and conditions found in the written document referenced in said paragraph.

28.

Defendants deny any and allegations contained in paragraph 28 of Plaintiffs' Complaint.



29.

Defendants deny any and allegations contained in paragraph 29 of Plaintiffs' Complaint that contradict the clear terms and conditions found in the written document referenced in said paragraph.

30.

Defendants deny any and allegations contained in paragraph 30 of Plaintiffs' Complaint.

Defendants deny that the Plaintiff is entitled to any of the relief sought in the unnumbered paragraph following paragraph 30 of the Complaint. Furthermore, Defendants deny any and all allegations contained in Plaintiff's Complaint unless explicitly admitted herein.

WHEREFORE, Defendants requests that:

- a) Plaintiff's Complaint be dismissed in its entirety;
- b) That a trial by jury be held in this matter; and
- c) Any other relief that the Court deems necessary and just.

{signature on following page}

This the 21st day of September, 2024.

/s/ Jason B. Godwin  
Jason B. Godwin  
Georgia Bar No. 142226  
Godwin Law Group  
*Attorneys for Defendant AMPM and Gulflet*

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**CERTIFICATE OF COMPLIANCE WITH L.R. 7.1, N.D. GA.**

The undersigned hereby certifies that this pleading was prepared using one of the font and point selections approved by this Court in L.R. 5.1C, N.D. Ga. Specifically, Times New Roman font in 14 point.

By: /s/ Jason B. Godwin  
Jason B. Godwin, Esq.  
Georgia Bar No. 142226

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing  
**Answer and Affirmative Defenses of Defendants AMPM Partners, LLC and  
Gulflet Woodridge, LLC** was served via US Mail or electronic filing with adequate  
postage to ensure delivery thereon to:

Jeffrey A. Kershaw  
5581 Glenridge Drive  
Suite 100  
Atlanta, Georgia 30328

This 21st day of September, 2024.

/s/ Jason B. Godwin

Jason B. Godwin

Georgia Bar No. 142226

Godwin Law Group

*Attorneys for Defendants*